



BID DOCUMENT

**TENDER FOR SELECTION OF AGENCY FOR RECRUITMENT
UNDER TEA BOARD**

TENDER NO. ESTT/2015/1

TEA BOARD OF INDIA
14 B.T.M. Sarani, Kolkata-700 001

SECTION-I

NOTICE INVITING TENDER

Office of issue : Secretary, Tea Board, Kolkata
Tender No : TENDER NO. **ESTT/2015/1**
Tender Document : Details are given below
Due date/Time of receipt : **15th February, 2016** at 1300 Hrs.
Opening date/ time : **15th February, 2016 at 1500 Hrs for Technical Bid**

Sealed tenders are invited on behalf of Chairman Tea Board, Kolkata for **“Preparation of a Merit List on the basis of holding Written Examination at Kolkata, Guwahati, Chennai and New Delhi in connection with recruitment to certain posts under the Tea Board”**

Eligibility of bidder:

Indian companies registered to take up tendered items of work and whose minimum annual turnover in each of the last three financial years was more than Rupees 50 (Fifty) Lakhs, are eligible to participate in this tender. Further, the bidder should have capability and experience in the required area of work in Government/ Semi Government organization along with its Eligibility conditions as described in detail in the tender document.

Bid Security (EMD) shall be Rs.25,000/- (Rupees Twenty Five Thousand Only) payable in the form of demand draft in favour of “Tea Board” payable at Kolkata.

Tender Document may be downloaded from the website of Tea Board (www.teaboard.gov.in) and a DD of Rs.500/- in favour of Tea Board payable at Kolkata, to be attached with the Technical Bid of the tender as the cost of tender document.

Secretary,
Tea Board, Kolkata

INFORMATION TO BE GIVEN BY THE BIDDER

1. Name of the Bidder Firm/Company :
2. Address including email address :

- Telephone No :
Office
Residence
Mobile
FAX
3. Registration particulars of the Firm/Company :
viz. Proprietary, Partnership, Private Limited,
Public Limited etc. (attach photocopy of the
Certificate of Incorporation)
4. Name of Proprietor/Partner/Director signing the :
tender document.
5. Name/Designation/Address of the Authorized :
Signatory holding the Power of Attorney
(if any)
6. Income Tax Return Particulars :
Permanent Account Number (PAN) :
7. Details of Experience :
8. Details of Technical Personnel :

Certified that the information given above is true and if any information is found to be false or misleading the tender /contract may be cancelled.

Name:

Signature
(Capacity in which signed)

SECTION-II INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a) "TEA BOARD" means Tea Board of India, a Commodity Board under the Government of India, Ministry of Commerce and Industry and having its Head Office at 14 B.T.M Sarani, Kolkata – 700001.
- b) "The purchaser" means the Chairman Tea Board, KOLKATA acting through the Secretary, TEA BOARD, Kolkata.
- c) "The Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
- d) "The Service provider" means the successful bidder providing the goods and services under the contract.
- e) "The Goods" means all the equipment, machinery, computer software, services and/or other materials, which the service provider is required to provide to the purchaser under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser on the Service provider signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.
- h) The purchase order shall be deemed as "Contract" appearing in the document.
- i) "The Contract Price" means the price payable to the Service provider under the purchase order for the full and proper performance of its contractual obligations.
- j) "Validation" is a process of testing equipment as per the Generic Requirements in the specification for use in TEA BOARD network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBLE BIDDERS:

The eligible bidder shall be an Indian Company having experience in Human Resource Development job includes conducting of examination, skill test, interview, preparation of categorywise list as per merit etc. and whose annual turnover in each of the last three financial years was more than Rupees 50 Lakhs (Fifty Lakhs). Further, the bidder should have capability and experience in the job as described hereinbefore in Government/Semi Government organizations.

Bids not conforming to these conditions will be rejected outright.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BID DOCUMENT:

4. BID DOCUMENTS:

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
<ol style="list-style-type: none">1. Notice Inviting Tender2. Instructions to Bidders3. General Conditions of Contract4. Special Conditions of Contract5. Schedule of Requirements6. Technical Conditions of Contract7. Current IT Return8. Experience Certificates9. Turnover Certificate of Minimum Rs.50.00 lakhs in each of the last three financial years.10. Bid Form11. Other documents asked for in the tender form12. Any other document as the bidder may wish to submit in support of the bid.	<ol style="list-style-type: none">1. Price Schedule2. Performance Security Bond Form3. Any other document as the bidder may wish to submit in support of the bid.

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring a clarification of the Bid Documents shall notify the purchaser in writing by 1st February, 2016 at the purchaser's mailing address indicated in the invitation for Bid. The purchaser shall respond in writing to any request for clarification of the Bid Documents, which should be received not later than 7 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the purchaser shall be notified in the website of Tea Board for information of all the prospective bidders. Financial proposal of only those bidders will be opened and evaluated who will meet all the technical criteria and qualify the Technical evaluation.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendments.

6.2 The amendments shall be notified in the website of Tea Board, www.teaboard.gov.in, and the bidders will submit an undertaking that such amendments have been referred to while preparing the response.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the purchaser may, at its own discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:

I. Technical bid, which shall contain:

- (a) Documentary evidence established in accordance with clause 2 and 10 of these 'Instructions to Bidders' that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A clause-by-clause compliance as per clause 11.2
- (d) A Bid form duly filled in by the bidder.

II. Financial bid, which shall contain the Price schedule, completed in accordance with clause 9 & 10.

8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the goods and services to be supplied, a brief description of the goods and services, quantity and price.

9. BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight & insurance. The basic unit prices and other component prices need to be individually indicated against the goods, it proposes to supply under the contract as per price schedule given in Section VIII in Indian Rupees

9.2 Prices indicated in the price schedule shall be entered in the following manner:

- (i) The price of the services, Service Tax, Insurance, Freight and other statutory taxes payable by the bidder and the installation/commissioning charges, if any, shall also be quoted separately item wise.
- (ii) The service provider shall quote as per price schedule for all the items given in the schedule of requirement.

9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

9.4 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser to arrive at prices of services/system offered.

9.5 "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clear NET PRICE taking all such factors like discount, free supply, etc into account.

9.6 The price approved by the purchaser for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like ED, Sales Tax, insurance, freight and other taxes paid/payable as per

clause 9.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

10. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 The bidder shall furnish, as part of his bid documents establishing the bidders eligibility, the following documents:

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) Annual turnover certificate for each of the last three FY for more than Rupees 50.00lakhs.
- (v) Certificate in respect of capability and experience in Human Resource Development job includes conducting of examination, skill test, interview, preparation of category wise list as per merit etc. Further, the bidder should have capability and experience in the job as described hereinbefore in Government/Semi Government organizations.

10.2 The bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the contract.

To judge the financial capabilities, the firm shall furnish balance-sheet showing turnover.

10.3 The equipment and services offered must have ability to meet the technical specifications. Necessary document to substantiate this shall be submitted along with the offer by the Service provider.

10.4 In case the goods and services offered have been Type Approved/ Validated by the purchaser, documentary evidence to this effect shall be submitted by the bidder.

11. DOCUMENTS ESTABLISHING SERVICES IN CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all goods and services, which he proposes to supply under the contract.

11.2 The documentary evidence of the goods and services conformity to the Bid Documents may be in the form of literature, drawings, data and he shall furnish:

- (a) A detailed description of the services, essential technical and performance characteristics.
- (b) A clause-by-clause compliance on the purchaser's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications. In case of deviations a statement of deviations and exceptions to the provision of the Technical specifications shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification conditions shall not be considered. The Chairman, Tea Board will be the competent authority to accept or reject such deviations. Such decisions will be taken by the Competent Authority keeping in view the materiality of such deviations. There will be a committee having technical and finance members to assist the Chairman to consider such deviations. Once decided such decisions will be binding on all the bidders.

12. BID SECURITY:

12.1 Pursuant to clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs.25,000/- only. The bidders who are registered with National Small Scale Industries Corporation (NSIC) under Single point Registration Scheme may be exempted from bid security.

A proof regarding current registration with NSIC for the Tendered Item will have to be attached along with the bid.

- 12.2 The bid security is required to protect the purchaser against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.
- 12.3 The bid security shall be in the form of a crossed Demand Draft or bank guarantee from a Scheduled Bank in favour of "TEA BOARD" payable at Kolkata. Payment in any other form is not acceptable. Any Small Scale Industry/ Firm claiming exemption from payment of bid security should submit the copy of the current registration with NISC for the tendered items.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be **rejected by the purchaser as non-responsive**.
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the purchaser, Pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, or
 - (b) In the case of a successful bidder, if the bidder fails
 - i) to sign the contract in accordance with clause 28, or
 - ii) to furnish performance security in accordance with clause 28.

13. PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the purchaser, pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING BID:

- 14.1 The bidder shall prepare the bid in separate envelopes for Technical bid and Financial bid, clearly super scribing the name on the envelopes.
- 14.2 The bid shall be typed or printed and signed by the bidder or a person/persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person / persons signing the bid. The bids submitted shall be sealed properly (wax or pvc tape sealed).

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person/persons signing the bid.

D. SUBMISSION OF BIDS

15. SEALING AND MAKING OF BIDS:

15.1 The bidder shall prepare separate envelopes for technical as well as financial bids with clear marking of the same on the top of each envelope and shall also seal both the envelopes with wax or PVC tape. The two bids will further be sealed in an outer envelope with wax or PVC tape.

15.2 The inner and outer envelopes shall be:

- (a) Addressed to the purchaser on the following address:
Secretary, Tea Board of India, 14 BTM Sarani, Kolkata-700 001.
- (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE..... (due date) and
- (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall be dropped in the Tender Box at 8th Floor, O/o Tea Board, Kolkata. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- (e) The purchaser shall not be responsible if the bids are delivered elsewhere.

15.3 If the outer envelope is not sealed and marked as required by Para 15.1 and 15.2, the purchaser shall not accept the bid. In case the inner envelopes are not sealed and marked as required by Para 15.1 and 15.2, the bid shall be rejected.

16 SUBMISSION OF BIDS:

16.1 Bids must be received by the purchaser at the address specified under Para 15.2 not later than 1300 Hrs on 15.02.2016.

16.2 The purchaser may, at its discretion, extend this deadline for the submission of the bids in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders will be subjected to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of bid document. He may include alternate offer as permissible as per his bid.

17 LATE BIDS:

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16 shall be rejected and returned unopened to the bidder.

18 MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by TELEX/FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19 OPENING OF BIDS BY PURCHASER:

- 19.1 The purchaser shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. The bidders' representatives, who are present; shall sign in the attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on last page).
- 19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.

20 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder, shall be entertained.

21 PRELIMINARY EVALUATION (TECHNICAL BIDS):

- 21.1 Tender will be evaluated in two phases. First, technical bid evaluation will be done. Only those bidders who qualify the technical bid evaluation will be allowed to participate/ attend the commercial bid.
- 21.2 While doing the technical evaluation, Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the service provider does not accept the correction of the errors, his bid shall be rejected.
- 21.4 Prior to the detailed evaluation, pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, in substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself.

21.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.

21.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The comparison for evaluations shall be of price of the goods and services offered inclusive of all taxes and levies, installation/commissioning charges.

22.3 The tender will be evaluated based on the technical bid primarily and then on the basis of quoted price for the work.

23 CONTACTING THE PURCHASER:

23.1 Subject to clause 20, no bidder shall try to influence the purchaser on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. AWARD OF CONTRACT:

The purchaser shall consider placement of orders for commercial supplies of service on those bidders whose offers have been found technically , commercially and financially acceptable.

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

26. ISSUE OF ADVANCE SUPPLY ORDER OR LOI:

The issue of an Advance Supply Order or LOI (Letter of Intent) shall constitute the intention of Purchaser to enter into the contract with the bidder.

The bidder shall, within 15 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with section VIII provided with the bid documents.

27. SIGNING OF CONTRACT:

The issue of purchase order shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing of performance security pursuant to clause 27, the purchaser shall discharge the bid security, pursuant to clause 12.

28. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

29. QUALITY ASSURANCE REQUIREMENTS:

➤ The service provider shall ensure Quality of the equipment and services provided. This will be done on the basis of technical bid.

➤ 31. IMPORTANT CONDITIONS:

While all the conditions specified in the Bid Documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in out right rejection of the bid:

- (i) Clause 15.1 of section II – The bids will be recorded unopened, if covers are not sealed with wax or PVC tape.
- (ii) Clause 12.1, 12.3 & 13.1 of Section II – The bids will be rejected at opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 & bid validity is less than the period prescribed in clause 13.1 mentioned above.
- (iii) Clause 2 & 10 of Section II – if the eligibility conditions as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) Clause 11.2 (c) of Section II – If deviation statements as prescribed are not given, the bids will be rejected at the stage of primary evaluation.
- (v) Section III – Commercial conditions & section V – Technical Conditions – Compliance if given using ambiguous word like “Noted, Understood” “Noted & Understood” shall not be accepted as compliance.
- (vi) Section VIII: Price Schedule – Prices are not filled in as prescribed in the price schedule.
- (vii) Section II clause 9.5 on discount, which is reproduced below:
“Discount, if any, offered by the bidder shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly NET PRICE taking all such factors like Discount, free supply etc. into account.”

Secretary,
Tea Board, Kolkata

SECTION III

GENERAL CONDITIONS OF CONTRACT

1 APPLICATION:

The General Conditions shall apply in the contract made by the purchaser for the procurement of Services.

2 STANDARDS:

The services supplied under this contract shall conform to the standards prescribed in the Technical Specifications.

3 PERFORMANCE SECURITY:

- 3.1 The service provider shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of service provider's receipt of the Advance Supply Order.
- 3.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the service provider's failure to complete its obligations under the Contract.
- 3.3 The performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank and in the format provided in the Bid Document, Section VII.
- 3.4 The performance Security Bond will be discharged by the purchaser after completion of the Service provider's performance obligations including Warranty obligations under the Contract.

4 INSPECTION AND TESTS:

- 4.1 The purchaser or his representative shall have the right to inspect and test the quality of services (including examination venues) as per prescribed test schedules for their conformity to the specifications. Where the purchaser decides to conduct such tests in the premises of the service provider or its subcontractor(s), all reasonable facilities and assistance shall be furnished to the inspectors at no charge to the purchaser.
- 4.2 Should any inspected or tested services fail to conform to the specifications, the purchaser may reject them and the service provider shall either replace the rejected services or make all alterations necessary to meet specification requirements free of cost to the purchaser.
- 4.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 4.1 & 4.2 above, the equipment and accessories on receipt in the purchaser premises will also be tested during and thereafter is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 4.4 below.
- 4.4 If any equipment or any part thereof, before it is taken over under clause 4.5 is found defective or fails to fulfill the requirements of the contract, the inspector shall give the service provider notice setting forth details of such defects or failure and service provider shall make good the defective equipment, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements shall be made by the service provider free of all charges at sites. should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the service provider the whole or any portion of the equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the service provider.

4.5 Nothing in clause 5 shall, in any way; release the service provider from any warranty or other obligations under this contract.

5. DELIVERY:

5.1 Delivery of the services and documents shall be made by the Service provider in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contract.

5.2 The Delivery of the services shall commence immediately on placement of work order and be completed within 3 (Three) Months.

6. WARRANTY:

6.1 The contractor shall warrant that the services to be provided shall exclusively be free from all disputes and workmanship shall be of the highest grade and consistent with the established and generally accepted standards of the type ordered and shall perform in full conformity with the specifications of the job described hereinbefore. The contractor shall be responsible for any dispute whatsoever that may develop under the conditions provided by the contractor and, arising from faulty decision, plan, and shall solve such disputes at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the services are faulty. This warranty shall survive inspection or payment for and acceptance of examination materials, but shall expire except in respect of complaints notified prior to such date, one Year after the materials have been taken over under clause 5 above.

7. PAYMENT TERMS:

10.1 Payment of the cost of equipment as mentioned in the Price Schedule will be effected in the following manner:

- (a) **30% on issuance of the Letter of Assignment or Work Order against BG which will be valid for 120 days.**
- (b) **20% after issuance of Admit Cards to all the eligible candidates.**
- (c) **45% after receipt of the Merit List in sealed cover with all supporting documents.**
- (d) **5% after 30 days on delivery of all services in accordance with the contract.**

Completion of any other obligation arising out of the tender subject to relevant certificate from user on the bills.

8. CHANGES IN PURCHASE ORDERS:

7.1 The purchaser may, at any time during installation & commissioning and development period, by a written order given to the service provider, make changes within the general scope of the contract in any one or more of the following:

- (a) Specifications, where Services to be furnished under the contract are to be specifically provided for the purchaser.
- (b) The services to be provided by the service provider.

7.2 If any such changes causes an increase or decrease in the cost of or the time required for the execution of the contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both and the contract shall accordingly be amended. Any proposal by the service provider for adjustment under this clause must be within thirty days from the date of the receipt of change in order.

8 SUBCONTRACTS:

The Service provider shall notify the purchaser in writing of all subcontracts awarded if not already specified in his bid. In case of any subcontracts the entire responsibility remains with the bidder. Such notification in his original bid or later shall not relieve the service provider from any liability or obligation under the Contract.

9. TIME PERIOD OF WORK:

3 (Three months) from the date of work order.

10. DELAYS, LIQUIDATED DAMAGES:

10.1 In case of extension in the Delivery, Installation, Testing and Commissioning period / completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Contract / work completion, which the bidder has failed to complete the work:

S. No.	Condition	LD %
1.	Delay up to one fourth period of the prescribed period / completion of work as per clause 15	2.5 %
2.	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work as per clause 15	5.0 %
3.	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work as per clause 15	7.5 %
4.	Delay exceeding three fourth of the prescribed period / completion of work as per clause 15.4	

10,2 The maximum amount of liquidated damages shall be 10%.

10.3 If the service provider requires an extension of time in completion of contractual work on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the work order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of Delivery, Installation, Testing and Commissioning. Delivery, Installation, Testing and Commissioning period may be extended with or without liquidated damages if the delay in the delivery of services is on account of hindrances beyond the control of the bidder.

10.4 Liquidated Damages would be deducted from the Payment due for that milestone as mentioned

10.5 Forfeiture of Performance Security

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached.
2. When the bidder fails to make complete the work satisfactorily.
3. When contract is being terminated due to non-performance of the bidder.
4. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchaser in this regard shall be final.

11. FORCE MAJEURE:

11.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

11.2 Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

12. TERMINATION FOR DEFAULT:

12.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate this contract in whole or in part.

(a) If the Service provider fails to deliver any or all of the goods within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to clause 15.

(b) If the service provider fails to perform any other obligation(s) under Contract: and

(c) If the Service provider, in either of the above circumstance (s) does not remedy his failure within a period of 30 days (or such longer period as purchaser may authorize in writing) after receipt of the default notice from the purchaser.

12.2 In event the purchaser terminates the contract in whole or in part, pursuant to Para 17.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Service provider shall be liable to the purchaser for any excess cost for such similar goods. However, the service provider shall continue performance of the contract to the extent not terminated.

13. TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the contract by giving written notice to the service provider, without compensation to service provider, if the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provide that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the purchaser.

14. ARBITRATION:

14.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chairman, Tea Board, Kolkata . The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

14.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.3 The venue of the arbitrator proceeding shall be the office of the Chairman Tea Board Kolkata, or such proceeding places as the arbitrator may decide.

15. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser/TEA BOARD or any other person or persons contracting through TEA BOARD and set off the same against any claim of the purchaser or TEA BOARD or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with Purchaser or TEA BOARD or such other person or persons contracting through TEA BOARD.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

The special conditions of the contract shall supplement the ' **Instructions to the Bidders**' as contained in Section II & **General Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.

1. Date fixed for opening of bids is, if subsequently, declared as holiday by TEA BOARD, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. (i) The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3, Section II of the bid documents shall be submitted along with the technical bids .
3. In case where the document of bid security is not submitted in the manner prescribed under clause 3(i), above, cover containing the commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
4. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.
5. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
6. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
7. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
8. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
9. The service will be accepted only after the tests are carried out by a team identified by the purchaser as per prescribed schedule.
10. The service provider shall:
 - i. Provide all the service as mentioned in schedule of requirement in the tender document.

- ii. Install, test and commission all the equipment as per the details given in Annexure II "Scope and Description of Work".
- iii. System should be got validated with in three months by a team identified by the purchaser. The compliance of shortcomings pointed out by the validation team is mandatory for the service provider.
- iv. Maintain the equipment commissioned by him for 12 months after successful validation and shall demonstrate the configuration ordered as per specifications

11. EXPERIENCE:

- (i) the bidder should have capability and experience in
 - 1) Human Resource Development job including conducting of examination, skill test, interview, preparation of category wise list as per merit etc. Further, the bidder should have capability and experience in the job as described hereinbefore in Government/Semi Government organizations.

12. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the purchaser.

13. Tender will be evaluated as a single package of all the items given in the price schedule and the tender will be awarded to single party only.

Vendor shall write, "complied" against each item and clause in the compliance statement. Any other word like "noted" "agreed" "understood" etc. will be treated as not complied.

**ANNEXURE-II
SCOPE AND DESCRIPTION OF WORK**

**FOR SELECTION OF AGENCY FOR RECRUITMENT UNDER TEA
BOARD**

SCOPE OF WORK

Sl.	Broad Activities: Conducting examination for making direct recruitment of different categories of posts in Tea Board.
i.	On-line application form shall be developed and deployed on vendor's own hardware for submission of application by the candidates with the facility for uploading the photograph and signature. In no case should the applicants know the identity of the vendor. Design of application form must be prepared by the vendor in consultation with and due approval of the Tea Board. Applicants must be able to take print out of the filled up application and eligible applicants must be able to download and print the Admit Card from the system.
ii.	User Access : (i) Password protected user log-in ID will be created for authorized users of Tea Board to view and download. (ii) Total number of valid on-line applications received with post-wise, caste/ category-wise (SC/ST/OBC/UR/PWD/Ex-Serv.) and Centre wise details for all the candidates on day to day basis will be made available to Tea Board for all applicants. Details of rejected applications along with reason for rejection may also be provided on day to day basis.
iii.	Collating online data with hard copies : Vendor should hand over the list of all valid applicants (Post wise, caste/category-wise and Centre wise), as aforesaid, to Tea Board, Kolkata both in soft & hard copies within 02 days from the 'last date of on-line submission of application'.
iv.	Date of Written Examination: Shall be intimated well in advance for all eligible candidates.
v.	Publication of Merit List: Not more than 7 (seven) days from conduct of Written Examination.
vi.	Examination Centres: Examination will be conducted at various examination centers at the following locations on the same date and time simultaneously. Examination Centers and Invigilators will be arranged by the vendor. However, Tea Board may send authorized representatives for supervision for examination centre. All other activities for distribution and collection of question paper, OMR sheets (location-wise and Center-wise in packed, sealed in secure condition) from/to the collection/distribution centers will be done by the vendor.
vii.	Places of Written Examination : (i) Kolkata, West Bengal (ii) Guwahati, Assam (iii) Chennai, Tamil Nadu (iv) New Delhi

viii.	The vendor must ensure total security and smooth conducting of Written Examination at all examination centers as mentioned under Col. vii.
ix.	Allotment of Registration No. and Roll No. (i) Vendor will allot a unique Registration No. to all application forms. Vendor will scrutinize the applications received as per the eligibility criteria or any other instruction of Tea Board for short listing. Final list of eligible candidates should be uploaded after scrutiny of applications, against each candidate. The vendor will allot Roll Number to each eligible candidate as per the confirmation regarding eligibility of the candidates received from Tea Board. Eligible candidates shall be allowed to take print out of his/her Admit Card through his/her Registration Number, Admit Card will be generated based on the data submitted by the applicant. Design of Application Form and Admit Card must be in accordance with the requirement of Tea Board, Kolkata. Reason(s) for rejection of applications to be specified so that it could be communicated to the rejected candidate in case of any query.
x.	Printing of List of Applicants, venue-wise and post-wise attendance sheet : Online facility to be provided to Tea Board to view and download the name of examination center, address, number of rooms, room-wise seating capacity etc. Vendor will provide venue-wise and room-wise Attendance Sheet containing Sl. No., Name and Roll Number and Photograph of each candidate, space for thumb impression, signature of each examinee and invigilator. The Attendance Sheet will be accompanied by Question Paper and OMR Answer Sheets in packed and sealed condition. Design of Attendance Sheet must be in accordance with the requirement of Tea Board.
xi.	OMR Sheet Design : OMR Answer sheets will be designed and provided by the vendor. Before printing the same prior approval of Tea Board has to be taken.
xii.	Question Paper : The vendor, with the help of his own qualified experts will set Question Papers as per the scheme and syllabus framed by Tea Board for each post, if standards are specified in the scheme & syllabus, otherwise the questions should be as per the qualification for the post. Vendor shall print the required number of question papers and equal number of OMR Answer Sheets as per Post. Question papers will consist of <u>more than one</u> series. It will be responsibility of the vendor to maintain the secrecy of the question papers & answer sheet till the conduction of examination, evaluation and submission of the Merit List (Post-wise).
xiii.	Guidelines for preparation of question paper : As per the scheme and syllabus framed by Tea Board for each post, if standards are specified in the scheme & syllabus, otherwise the questions should be as per the qualification for the post.
xiv.	Tea Board reserves the right to short list the candidates for Written/ Skill Test and Interview (wherever applicable).
xv.	Duration of Written Examination, requirement of educational qualification and experience, Medium of Question Paper will be as per scheme and syllabus framed by Tea Board.
xvi.	Delivery of Confidential Material : Vendor shall arrange to send the Examination documents in packed and sealed condition to all the Distribution/Examination centers, date of which shall be intimated by the Board after finalization of the date for Written Examination. Representative of the vendor must be present at all examination centers for giving satisfactory clarifications in case of any confusion on any mistake appearing in the question paper, OMR answer sheet etc. vendor will be responsible in all respect for maintaining time, date & schedule and any other requirement for smooth conduction of the Written Examination.
xvii.	Collection of Confidential Material after examination (OMR Answer sheet, attendance sheet etc.): The Vendor shall collect the above materials immediately after the examination from the Collection Centre.
xviii.	Local Transport Facility : The vendor shall arrange all the accommodation & transport facility.

xix.	OMR Sheet evaluation and preparation of post-wise merit list: Opening of sealed OMR Answer Sheets and scanning of OMR answer sheets will be done by the vendor in the presence of the representative(s) of Tea Board. In case where more than one candidate secure the equal aggregates marks, tie will be resolved by applying the following methods one after another:- i) Marks in qualifying part of the written examination. ii) Date of birth, with older candidates placed higher. iii) Alphabetical order in which first names of the candidates appear.
xx.	Uploading the Merit List in the Tea Board's website : Vendor shall upload the marks of each candidate and upload the same on their server with due approval of Tea Board and link to be provided to Tea Board .
xxi.	Information on Question Paper, Answer Key and Evaluated OMR Answer Sheets The vendor will provide all the information both in hard and soft copies to Tea Board. Vendor will provide information to Tea Board for any queries pertaining to the examination. For this purpose, he will preserve all the data for a minimum period of one year. Answer keys will be placed on the Board's website after written examination. Any representation regarding answer key received within seven (07) days of uploading of the answer key will be scrutinized and the decision of Tea Board in this regard shall be final.
xxii.	Handing over of confidential documents by the vendor : (i) After preparation of Merit List, center wise answered OMR Sheets to the Secretary, Tea Board (ii) On completion of the Written Examination, two sets of question paper of all the posts and relevant Answer Keys in Soft and Hard copies to the Secretary, Tea Board.

**The offer should be submitted in sealed cover to
The Secretary,
Tea Board,
14, B.T.M. Sarani (Brabourne Road),
Kolkata – 700001
within_____**

SECTION VI

BID FORM

Tender No. (Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos.the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide and deliver our service in conformity with said conditions of contract and specifications for sum of Rs.(total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

we undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within the specified timeframe as calculated from the date of issue of your purchase order.

If our bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

SECTION VII

PERFORMANCE SECURITY BOND FORM

THIS DEED OF GUARANTEE MADE THIS DAY OF..... between the Tea Board Of India (A Government Of India Commodity Board), having its HQ at 14 B.T.M Sarani, Kolkata (hereinafter called the "TEA BOARD") (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and (hereinafter called the "Bank") (Which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

WHERE THE TEA BOARD accepted the tender of M/s (hereinafter called the Service Provider) to provide the service to the TEA BOARD..... as per Contract No. Dated..... (hereinafter referred to as the said contract)

AND WHEREAS the said contract provides that service provider shall furnish Bank Guarantee to the extent of ten percent of the value of the contract as and by way of security for the due observance and performance of terms and conditions of the contract.

AND WHEREAS at the request of the service provider the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AND DECLARED BY AND between the parties hereto as follows:

1. The bank hereby irrevocably and unconditionally guarantees to the TEA BOARD that the Service provider shall render all necessary and efficient services which may be required to be rendered by the Service provider in connection with and/or for the performance of the said contract and further guarantees that the goods which shall be supplied by the Service provider under the said contract shall be actually performing the work required of it to the satisfaction of the TEA BOARD and shall be free from any defects arising from faulty materials, designs and workmanship, such as corrosion of the equipment inadequate quantity of materials inadequate contract protection, deficiencies in Circuit Design and/or otherwise whatsoever and in the event of the service provider failing or neglecting to render necessary services as foresaid and/or in the event of the goods failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Bank shall of against any loss or damage that may be caused to or suffered by the TEA BOARD by reason of any breach by the Service provider of any of the aforesaid terms and conditions and the Bank further undertake to pay the TEA BOARD, such sum not exceeding Rs..... on demand and without DEMUR in the event of the service provider's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the goods an equipment.
2. The decision of the TEA BOARD as to whether the Service provider failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the goods are free from deficiencies and defects are capable of performing the work required and as to

the amount payable to the TEA BOARD by the Bank herein shall be final and binding on the Bank.

3. The liability of the bank under this Guarantee shall be as of principal Debtor.
4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 06 months after the equipments have been taken over, all the dues of TEA BOARD under or by working of the said contract have been fully paid and it is certified by TEA BOARD that the terms and conditions of the said contract have been fully and properly carried out by the said Service provider and a No Demand Certificate submitted to this effect by the service provider.
5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 06 months from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 06 months as the TEA BOARD may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 06 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 06 months or any extension thereof.
6. The Guarantee herein contained shall not be affected by any change in the constitution of the service provider or the bank and shall be a continuing one.
7. The TEA BOARD has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the service provider and either reinforce or forbear any of the terms & conditions of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by TEA BOARD of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the service provider or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the service provider or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.
8. The Bank undertake not be revoke this Guarantee during its currency except with the previous consent of TEA BOARD in writing.
9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs.....(in words)Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above-written.

Signed and Delivered by the Attorney for
and on behalf of the Bank in the presence
of:

1. _____
2. _____

Signed and Delivered by the Attorney for and
on behalf of the Bank in the presence of:

1. _____
2. _____

Proforma for Letter of Authorization For Attending Bid Opening

Subject: Authorization for attending Bid opening on -----dd/mm/yyyy----- in the tender at Tea Board Kolkata for -----name of tender-----
-- on behalf of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____(Bidder) in order of preference given below.

<u>Order of preference</u>	<u>Name</u>	<u>Specimen Signature</u>
I		
II		

Alternate Representative _____

Signature of Bidder

Or

Officer authorized to sign the bid on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall, where the bids are to be opened, may be refused in case the authorization as prescribed above is not received.

PRE-STAMPED RECEIPT

FOR REFUND OF EARNEST MONEY DEPOSIT

Received with thanks from Accounts Officer (Cash), TEA BOARD, O/o Chairman Tea Board Kolkata, a sum of Rs ----- (Rs. ----- Only), towards the refund of earnest money deposit paid in respect of the tender for -----<name of tender>----- against -----<tender number>-----.

Date:

Signature of Bidder
(on one-rupee revenue stamp)

Note: Earnest Money Deposit will be returned to unsuccessful bidders only after finalization of the tender.

Name & Address: _____

WARRANTY CERTIFICATE

We warrant that every thing to be supplied by us hereunder shall be brand new/ fully fit for operating in Indian conditions particularly those prevalent at -----free from all defects and faults in material/ service, workmanship and development and customisation and shall be of the highest grade and quality and consistent with the established and generally accepted standards for service of the type ordered shall be in full conformity with the specification of samples if any and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any latent defect or inconsistency due to poor technical or logical or networking or connectivity of the equipment /service, or defective delivery not conforming to the specifications if observed at the time of final inspection and thereafter 6 months mandatory warranty from the date of final acceptance, we undertake the guarantee to repair/supply free of cost the defective items/ provide required service upto the final destination and the inland expenses borne by the indenter, will be at our cost.

This warranty shall survive inspection and payment for and acceptance of the goods and/or services but shall expire (except in respect of complaints of which the contractor has been notified prior to such date) 6 months after their successful installation and acceptance by the purchaser.

SEAL of manufacturer/service provider Enterprises

Signature.....
Name & address of manufacturer/service provider

Dated.....

Notes:

1. We hereby declare that in quoting the above prices, we have taken into account the entire credit available under the MODVAT scheme introduced w.e.f.01.03.1986 and further extended on more items till date.
2. Six months warranty is to be given on all the supplied items with effect from the date of commissioning.
3. Rates are quoted as inclusive of all prevailing taxes except for Service tax which will be charged as applicable at the time of actual delivery of Service.